

No. 89-1306

3

Supreme Court, Ark.
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**In the
Supreme Court of the United States**

OCTOBER TERM, 1989

**Construction Engineers, Inc.,
Associated General Contractors of
America, Arkansas Chapter, Michael
Sutterfield and Catherine N. Rushing,**

Petitioners

v.

**The Conway Corporation,
M.D. Limbaugh Construction Co.,
Jim Brewer, Bennie J. McCoy,**

Respondents.

**REPLY TO RESPONDENTS' JOINT
BRIEF IN RESPONSE TO
PETITION FOR WRIT OF CERTIORARI**

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DESIGNATION OF CORPORATE RELATIONSHIPS

Petitioners set forth a designation for corporate relationships in the Petition for Writ of Certiorari. In accordance with Rule 29.1, said list is incorporated herein. No amendment to this list is necessary.

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ARGUMENT

The issue presented by the petitioners seeking redress from this Court, is the denial of the fundamental right to fair trial, that is, the right to confront witnesses, to cross-examine, to object to inadmissible testimony. The issue extends beyond this case and its facts. In its original opinion, the Arkansas Supreme Court states it is relying on proffers of proof, submitted after trial was concluded, in its *de novo* review of the case and its new findings of fact. After this error was pointed out to the court on petition for rehearing, the court states in its substituted opinion, it is not clear to the court whether it may consider such proffers

in its *de novo* review. Thus, litigants in the State of Arkansas will continue to be deprived of fundamental rights if the petition for writ of *certiorari* is not granted.

Turning to the facts of this case, petitioners have shown they are entitled to relief from this Court. They have demonstrated the trial record does not support the findings made by the Arkansas court in its *de novo* review. Only by resort to the proffer of proof can support for the court's fact finding be found. Although respondents attempt to glean some support in the trial record for the Arkansas court's findings, respondents do not address the real issue, that is, the fact the Arkansas court originally granted relief upon the post trial proffer of proof and will continue to rely on such extra judicial offers in future cases. As stated in *Application of Gault*, 387 U.S. 1, 19, 20, 21, 18 L.Ed.2d 527, 542, 87 S.Ct. 1428, 1439, 1440 (1967):

Failure to observe the fundamental requirements of due process has resulted in instances, which might have been avoided, of unfairness to individuals and inadequate or inaccurate findings of fact and unfortunate prescriptions of remedy. Due process of law is the primary and indispensable foundation of individual freedom. It is the basic and essential term in the social compact which defines the rights of the individual and delimits the powers which the state may exercise. As Mr. Justice Frankfurter has said: "The history of American freedom is, in no small measure, the history of procedure." But, in addition, the procedural rules which have been fashioned from the generality of due process are our best instruments for the distillation and evaluation of essential facts from the conflicting welter of data that life and our adversary methods present. It is these instruments of due process which enhance the possibility of truth will emerge from the confrontation of opposing versions and conflicting data. "Procedure is to law what 'scientific method' is to science." (Footnotes omitted)

It is beyond traverse that guarantees of right to counsel, confrontation and cross-examination are applicable to state proceedings. *Application of Gault, supra; Douglas v. State of Alabama*, 380 U.S. 415, 13 L.Ed.2d 934, 85 S.Ct. 1074 (1965).

Respondents' brief in opposition seeks to divert the Court's attention from the fact the court below relied upon the proffer of proof as evidence. Respondents would have this Court believe the trial record supports the findings in the *de novo* consideration of the case. It is important to note that the reliance by the Arkansas court on the proffer was essential in order for the "record" to demonstrate good faith on the part of respondents. The trial record and fact findings of the trial court upon the evidence in the whole case demonstrate bad faith on the part of respondents insofar as their actions and intent to reject the low bid on the publicly funded project. The finding of bad faith supported the monetary award made by the chancery court to petitioner.

First, while the *proffer* states CEI was a subcontractor and Conway Corporation was the general contractor on a prior construction project for Conway Corporation, respondent asserts the proposition that the trial evidence also supports the Arkansas court's finding. To support that position, respondents' Appendix at A15-16 is called to the Court's attention. The reference states that respondent Conway Corporation *furnished materials* for the project. The reference does not contain any material with regard to any party being a general contractor or subcontractor. A statement such as is found here, that an owner only supplied materials, is the opposite of stating the owner was the general contractor. 17 *C.J.S. Contracts* §11 (1963); *See, Executive House Bldg. Inc. v. Demarest*, 249 So.2d 405, 411 (1971); *Helms v. Dawkins*, 32 N.C. App. 453, 232 S.E.2d 710, 712 (1977); *See, also, Arkansas Contractors Licensing Bd. v. Butler Construction Co. Inc.*, 295 Ark. 223, 748 S.W.2d 129 (1988). While there is no question in the record that the

owner, Conway Corporation supplied the materials, there is also no question in the record that petitioner Construction Engineers, Inc. was the contractor who built the project. As set forth in the supplemental abstract, the project was approximately a \$250,000 project. The contractor's portion to do the job was approximately \$32,000.00. (Supp. App. A-3) Only the proffer supports the Arkansas court's finding. The Arkansas court's reliance on the proffered testimony materially affected the outcome of the case. The court cited this issue as one of the "Three Factors . . . crucial to the chancellor's decision." (App. A-9 to the Petition)

Second, respondents' attempt to demonstrate the record supports the Arkansas court's statement that the handwritten note relied upon by respondent McCoy as part of his investigation, were written for his personal use in preparing for deposition, rather than documents stated by McCoy to be written contemporaneously with the events. The significance of the distinction is, if McCoy's testimony at trial was that the notes were written contemporaneously with the events, that fact would support the trial court's finding, the first of the three factors stated by the Arkansas Supreme Court to be crucial, as to lack of credibility and the finding of an improperly conducted investigation of the low bidder. Respondents cite material on A-11 and A-12 of the brief in opposition which describes *two* sets of documents. The "notes" described on A-11 and A-12 refer to *handwritten notes* (Supp. App. A-5 - A-8) The trial record of McCoy's testimony clearly states these handwritten notes were written contemporaneously with the events. For example, the material in Supp. App. A-6 states:

Q: I don't want to trick you here, Mr. McCoy. I want you to answer very carefully. Did you have that visit, according to your testimony, on 6/30/86 and did you write those notes on 6/30/86?

A: Yes, that is my testimony. This visit with Mehlburger Engineers was 6/30/86. (Tr. 2438)

The material referred to by respondents is a *typewritten* log (Supp. App. A-12, Ex. 28) and is not the document described by the chancellor or the witnesses when the witness testified the document was made contemporaneously with the events. The material in the supplemental appendix A-3 - A-7 demonstrates one of the credibility problems of respondent McCoy which the Arkansas court defended with its statement that the documents were prepared for deposition. The supplemental appendix A-14 - A-15 contains the handwritten notes of McCoy regarding his visit with the engineers at their offices to review plans and discuss CEI's qualifications with the engineer. The date shown is June 30. The testimony at trial shown by supplemental appendix A-6 - A-7 by McCoy asserts the visit to the engineers to be between May 19 and seven to ten days later, or on May 26 through 30. In order to explain his actions at trial, it was necessary for McCoy to place the visit in the engineer's office to be between a telephone call of May 19 and a second telephone call seven to ten days later. The June 30 date on McCoy's own documents impeaches his testimony and *vice versa*. The record simply contains no facts to support the Arkansas court's findings that the document was prepared for deposition purposes.

Third, respondent misstates the problem with the Arkansas court's findings set out on Page XIII on the Petition. It is not the *source* of the information as stated by the Supreme Court which is not supported by the trial transcript, but the information itself. The Arkansas court found that "According to Brewer's information . . ." there were problems with the school built in 1981-1982 "including problems with *plumbing, cabinet work and windows* as a result of *faulty construction*." (Emphasis Added) The *proffer* supports these findings by the Arkansas court as to the nature of the problems, the finding of faulty construction and the fact that Brewer was aware of these problems at the time decisions were being made which

would reflect upon his intent. The trial record does not support these findings either as to the problem or faulty construction or Jim Brewer's knowledge of the problems. In the material cited by respondents in respondents' appendix at A-13, A-18, no reference is made to problems with *plumbing, cabinet work, windows or faulty construction*. The proffer, on the other hand, does state there were problems with these items and asserts Brewer's knowledge of these matters. The court's finding in this regard are part of its general findings. The use of the proffer as part of the Arkansas court's general findings demonstrates the extent to which the improper information is used. It appears in one form or another throughout the opinion. In fact, as shown by the trial record, respondent Brewer never testified as set forth in either the proffer or the court's finding with regard to knowledge of plumbing problems or cabinetry problems or window problems or faulty construction.

While respondents assert the problems described in the proffer are true, the issue is not whether some other witness had knowledge of these matters, but whether respondent Brewer did! It was Brewer's intent, his bad faith or good faith, which was at issue. If he had no knowledge at the time decisions were made, that would affect the finding of bad faith/good faith. In truth and in fact, however, although respondents cite Steve Smith's testimony as supporting problems with the old school, the material referred to at respondents Supp. App. A20-A29 does not support the assertion there were, in fact, problems attributable to CEI as general contractor.

Fourth, respondents misstate the nature of the Arkansas court's findings and the lack of support in the trial transcript with regard to whether the board to the Conway Corporation felt that CEI could not complete the project on time. Respondents perceive the problem, as stated on Page 7 of their brief, as to whether a challenge is made by Petitioners to the court's finding as to whether the vote was unanimous or not. No issue ever existed as to that point.

The court's finding which is unsupported, is that the board had information or belief as to whether or not CEI could not complete the project on time and that the second low bidder could. Specifically, as set forth on Page XIII of the Petition, the Arkansas court found "After hearing Brewer's information and recommendations, the members were unanimous in their conviction that the job *could be completed on time with Limbaugh but not with CEI.*" (Emphasis Added) It was the court's finding in this regard which does not find any support in the record. While the proffer does not directly support the fact finding of the Arkansas court, the inference from the proffer is such as to support the court's fact finding. It is obvious to anyone who reads the proffer of proof and the Arkansas Supreme Court's finding that the court has in fact relied upon the proffer in making its decision. A trial *de novo* conducted in this manner denies a litigant the opportunity to confront witnesses, cross-examine or object to inadmissible testimony, all considered fundamental to our system of justice. The error here is of sufficient constitutional magnitude on the facts of this case that the Petition for Writ should be granted.

CONCLUSION

It is important this Court issue a Writ of *Certiorari* to the Arkansas Supreme Court to protect litigants' right to fair trial. Petitioners respectfully suggest the error is so obvious a summary reversal is proper. In the alternative, however, Petitioners respectfully submit the writ should issue and argument be allowed to protect the right of Petitioners to fair trial.

Respectfully submitted,

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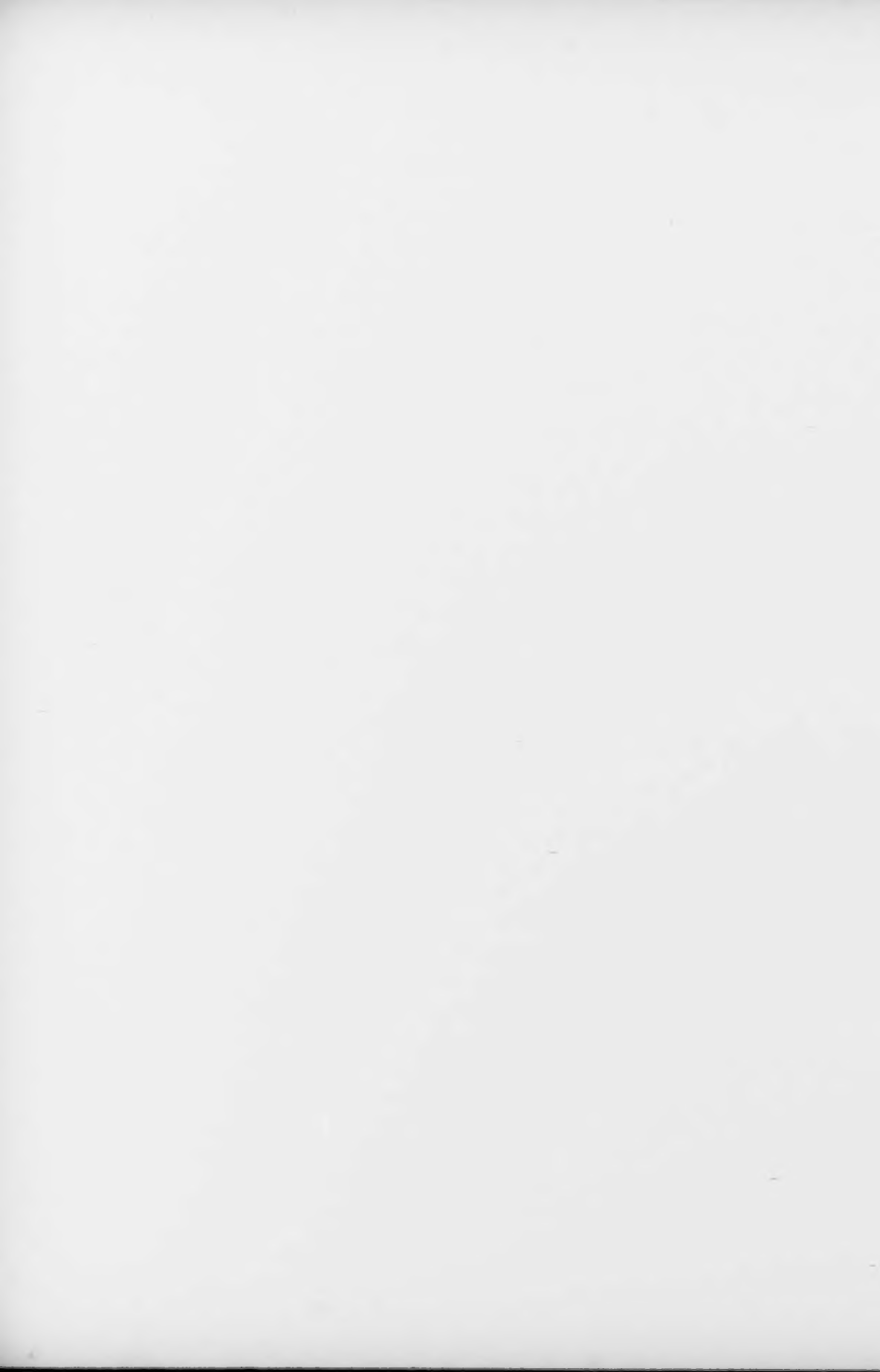
Arkansas Chapter

JAMES D. RHODES

Attorney for Michael Sutterfield

and Catherine N. Rushing

SUPPLEMENTAL APPENDIX



**TESTIMONY OF STEVE SMITH
IN THE PROCEEDINGS BEFORE
THE SPECIAL MASTER**

Steve Smith, having been previously duly sworn on oath, testified as follows:

Q. Let's stop right there. You'd done some work on the Gleason water plant. What year are we talking about?

A. 1984.

Q. What did you do in 19— was the Gleason work done for Conway Corporation?

A. It was.

Q. Who were the engineers?

A. Crist Engineers.

Q. Did you work on the Gleason plant, itself?

A. I did.

* * *

Q. For the City of Conway on that project, was some of the work that you did very critical?

A. Yes, the nature of the work required that we cut the main—what we call the force main pipe, the pipe that leads from the water treatment plant to the city's water supply—it required that we cut or interrupted service at least twice during the construction project, and it meant essentially that we totally isolated the city from its supply of water, and it depended on our skills and ability to restore the service before they ran out of water.

* * *

A. This is a photograph of some of the work we did outside the filter treatment plant, and in order for this larger pump to pump into the line—the pump is located in the basement of the building—and in order for this pump to fit into the line, we had to cut this line that feeds all the water out to the City of Conway. And this is the new piece of pipe that we installed in there. It's about a 14-inch diameter pipe and this is what we call a 'T'. We went in with some saws and cutting devices and cut the main line, sat in the new larger pieces, and restored it.

During that time, the city's water needs was supported out of the reservoir of water in one of those elevated water tanks. Mr. McCoy had told us exactly how long we had based on his estimates of use, and I can't remember if it was an hour or two hours, something like that, before the city ran out of water. So this operation had to work pretty smoothly without any hitches or the city would run out of water. I have some drawings that go into more detail. There's another cut we made inside the plant. It didn't photograph as well. And this is one of the large pumps that we installed and things like that.

Q. For the record, the document you've been referring to is part of a brochure your company uses, is it not?

A. It's part of one of our advertising brochures, yes.

Q. And that water line which you were showing his Honor right there, is that the main water line of the City of Conway?

A. That's the force main that feeds the City of Conway.

Q. As a result, Mr. Smith, of your work on that project, did you receive some letters that made a comment on your work from Crist Engineering or anybody?

A. Yes, I received letters both from the owner and from the engineers regarding our work on the project.

Q. Were they complimentary, not complimentary, or what?

A. I viewed them as complimentary.

* * *

A. I think McCoy mentioned in his deposition he thought the overall value of the project, including all the material purchased by the owner, might be somewhere near a quarter of a million dollars. My contract, which was to install all that material and provide the labor and some minor material, was around \$32,000.

Q. It was a \$32,000 project?

A. Not a project, a contract for \$32,000. It was a quarter of a million dollar project and a contract for \$32,000.

Q. For CEI.

A. For CEI.

* * *

TESTIMONY OF
BENNIE J. MCCOY

Bennie McCoy, having been previously duly sworn on oath, testified as follows:

Q. For instance, by looking at plans, you could not tell the quality of work being done, could you?

A. No, but I could talk to the engineers.

Q. But what you found out up there was the quality of work was not a problem, didn't you?

A. That's true, they said that, you know, the ultimate finished product on this particular project, the quality was generally good.

Q. In fact, I believe you stated you weren't even questioning the quality of work were you?

A. At what point in time?

Q. Well, at the time of your telephone call to Mehlburger and at the time of your visit up there.

A. Was I questioning the quality?

Q. The quality of work that CEI performed in general, not just on that project.

A. In my conversations with the Mehlburger engineers, we explored that and they made the comment that the quality was generally good.

Q. Have you ever questioned the quality of work of CEI?

A. Have I ever questioned the quality of work?

Q. Of CEI? Was that an issue? From your investigations, have you found that they do quality work?

A. You recall that my experience with CEI related to the little Gleason project and I stated that we found that project to go generally well, in our opinion, as the engineers. And from what the Mehlburger people told me, they found the quality to be generally good.

Q. Look at your deposition, if you will. Look at Page 48. Look at Line 20. Do you see that? Have you found that?

A. Line 20.

Q. "Could you, from anything you did there, tell the quality of work being performed by the general contractor?" Answer, "The quality of work was not being questioned. In other words, it had been related to me that, you know, when you—when you analyze the ultimate complete end project as a product as constructed by CEI, that the workmanship was good."

THE COURT: Mr. Orsini, he's been saying that since 3:20 that the quality of the work was good. I understand that. Let's move on to something other than the quality of work on the Morrilton job.

* * *

Q. Would you look at a document I have there in front of the book. I believe it's Plaintiff's Exhibit 28. And I'll ask you if you recognize that.

A. Yes, sir, I recognize it.

MR. ORSINI: I'm checking my notes, your Honor, I find that it's already been introduced as Plaintiff's Exhibit 28.

Q. Mr. McCoy, the first page of this Exhibit 28, is in part of your own business records?

A. Yes, it is.

* * *

Q. Look at the second page. Do you see the pencil-written notes?

A. Yes, those are my notes.

Q. Do you see the date 6/30/1986?

A. Yes.

Q. Is that the date you testified—do you testify that that's the date that the notes were made?

A. Yes, that's the date of my visit with the Mehlburger engineers and these are notes of that visit.

Q. I don't want to trick you here, Mr. McCoy. I want you to answer very carefully. Did you have that visit, according to your testimony, on 6/30/86 and did you write those notes on 6/30/86?

A. Yes, that's my testimony. This visit with Mehlburger engineers was 6/30/86.

Q. How many visits did you have with Mehlburger engineers that you actually went to their office to inquire about the Morrilton project?

A. I had one visit with Mehlburger engineers.

Q. Is it your testimony from this document that this is the date of this?

A. Yes, this is my testimony that I visited them on June the 30th, '86.

Q. The two telephone calls you had, the first with Danielle Smith and the second with Steve Smith, were both back in mid-May, were they not?

A. Telephone conversation with—the initial telephone conversation was May the 19th.

Q. And that was with Danielle Smith?

A. That was with Danielle.

Q. And the follow-up conversation was with Steve Smith about a week later?

A. A week or ten days later, something in that range.

Q. And those early phone calls were made with the purpose to dissuade or persuade them not to bid; right?

A. The early phone calls.

Q. Yes. And whatever investigation you did during the period was also made for that purpose, was it not?

A. Investigation at that point in time was essentially to verify in my mind the relation — the information that had been relayed to me by Mr. Brewer. In other words, was simply trying to put Mr. Brewer's remarks with some degree of clarification on my part.

Q. Look at those notes here. That's your handwriting is it not?

A. These are absolutely my notes, Mr. Orsini.

Q. They are the recollection you chose to write at the time with regard to this Larry Lloyd/Fred Oswald visit.

A. Yes.

Q. Look at the next page of the notes. Do you see those?

A. Yes.

Q. Those having to do with conversations you had with Bill Graham?

A. Yes, sir.

Q. And reflect the results of your investigation there.

A. Yes.

Q. And I also notice the very first page, Paragraph 5.

A. Yes.

Q. What is this first page? It's typewritten. What does it purport to be?

A. It was a log that I prepared to organize my thoughts and develop some chronology prior to your taking of my deposition.

Q. Look at Paragraph 5.

A. Yes, sir.

Q. BJM; is that you?

A. Yes.

Q. You have written there, "BJM called Bob Threet reference on CEI pertaining to the Morrilton water project and CEI's work at the intake structure at Brewer. Threet said CEI had done poorly erecting structure." Then you say, in parentheses, "No not of this conversation." Are you saying that this engineer — Bob Threet, is an engineer, is he not?

A. Yes, sir.

Q. It's your testimony today that's what he told you?

A. That's my testimony, that Bob Threet related to me that they'd had some problems with a small structure on this particular project for the Morrilton water project, as it's called here, Morrilton water district.

TESTIMONY OF DAN STOWERS

Dan Stowers, having been previously duly sworn on oath, testified as follows:

Q. I'm just asking, did you issue the certificate of substantial completion —

A. That's when the owner accepted it.

Q. Did you issue a certificate of substantial completion to cover those two buildings?

A. I'm not certain that those were executed.

Q. They were executed by you, were they not?

A. No one else signed them.

Q. But they were executed by you, were they not?

A. It's my job to sign the substantial completion as agreed on between the owner and the contractor. I signed it, the other two parties never executed the document.

Q. But as far as you and the school, you, speaking for the school as architect, you signed it in August and then also September 2?

A. I don't think it's a document until all parties sign it. You don't have a change order until all three parties sign it.

Q. But on behalf of the school, you signed the certificate of substantial completion on one building in August and one building on September 2?

A. Certainly I signed it.

Q. Okay. Now, you mention there were four or five subcontractors that did not perform well?

A. Correct.

Q. Are these the ones that got involved in the litigation between the school and CEI and themselves?

A. Your central mechanical contractor was one; Russ-Ark was the other, that was the cabinets; and Allied Glass—was it Allied Glass? —anyway, the contractor for the glass company who furnished the glass, that was another one; and the ceiling, which was King out of Searcy. Freddy King is the owner.

Q. These were the ones involved in litigation?

A. Not all of them. I think Central and Russ-Ark were probably the two, that I recall.

Q. What about Freddy King?

A. He may have been a party to that.

Q. Do you remember being in a meeting with Freddy King and his lawyer?

A. True.

Q. In each one of those cases, wasn't there a dispute, Mr. Stowers, over the specifications you had drawn on the project?

A. That's correct.

Q. And litigation arose from that?

A. Yes, sir.

Q. Didn't you take the position that all of those disputes and problems were the general contractor's fault, or something that he should have resolved, but anyway, he was at fault and not you?

A. It's part of his task to perform. It's under his contract.

Q. And you've laid all of those problems at his doorstep?

A. That's what he gets paid for.

Q. This project caused you, personally, a lot of financial loss, has it not?

A. No, sir.

Q. How long had your architectural firm been doing the major work of the nature that you do for the school district prior to 1984?

A. You know, that pleases me very much because we were able to hold the contract and were the school's architect since 1963.

Q. And you were able to do the majority of that work of substantial projects without bid with the school district, weren't you?

A. All architect projects are not on a bid basis, yes, sir. It's a commission.

Q. But after this business about the school, the next school building they built up there, they put it out for bids, didn't they?

A. They did, yes.

Q. And you were not the successful bidder, were you?

A. That's correct.

Q. Didn't you at that time blame your problems then on CEI?

A. No, as a matter of fact, I didn't. My personal feeling is that I still feel that CEI does not protect the owner from their subcontractors, and I appreciate the experience because, as I stated, it made a better architect out of me. That experience with having to deal with a lawyer such as yourself kind of opened my eyes to some of the things that I wasn't doing in my company.

Q. Well, when you were up there making your presentation in competition with other architects to do the new work, did you talk to a newspaper reporter and, in the course of that, did you blame your problems of Florence Mattison on the contractor?

A. That's true.

Q. You did that. Did you do that in front of the board up there, blame your problems on the contractor?

A. You bet.

Q. And you lost that bid, didn't you? Didn't you?

A. I didn't do that project, no.

Q. Has that created a lot of hard feelings between you and the contractor?

A. Not particularly. I just can't recommend them.

PLAINTIFF'S EXHIBIT #28

LOG

McCoy's Conversations with References for CEI:

1. *May 16, 1986 (or there about):*

After conversation with Jim Brewer concerning CEI & Brewer's concerns about them; BJM called Jim Tanner at *Mehlburger Engineers* concerning Morrilton STP Project. Tanner referred BJM to *Larry Lloyd* Lloyd's remarks concerned missed mileposts, potential time overrun, and used the phrase "paper war" between Engineers and CEI. Lloyd described to BJM the general character of the Morrilton project. Said superintendency was sometimes deficient, but job seemed to go well when Steve Smith was on job personally.

2. *June 30, 1986 (A.M.):*

BJM visited in *Mehlburger's* offices and talked to *Larry Lloyd* and *Fred Oswald* concerning CEI, and particularly their Morrilton S.T.P. project. BJM had opportunity to critically review plans for Morrilton project. Larry Lloyd reiterated remarks made in conversation of May 16.

(Larry Lloyd also gave excellent reference for LIMBAUGH, who had been the contractor for their Augusta, AR S.T.P. project.)

3. *July 3, 1986:*

BJM called Bill Graham for reference on CEI based on his experience with them on Mayflower sewer project. (See handwritten memo of 7-3-86 pertinent to this conversation.)

4. *July 3, 1986:*

BJM called Danny Stowers- Architect for reference on CEI pertaining to the Florence Mattison School project in Conway. Stowers' response was "worst" experience ever". (See handwritten memo of 7-3-86 pertinent to this

conversation.) This confirmed all of Jim Brewer's remarks.

5. *July 3, 1986 (or there about) ;*

BJM called Bob Threet for reference on CEI pertinent to the "Morrilton Water District" project, and CEI's work at the intake structure at Lake Brewer. Threet said CEI had done poorly erecting a small structure. (No notes made of this brief conversation.)

(THE ORIGINAL PORTION OF THIS EXHIBIT
WAS HANDWRITTEN NOTES)

Larry Lloyd	} Re: Construction	
Fred Oswald		Engineers
Mehlberger Engineers		<u>6-30-86</u>
		BJM

Morrilton: (\$3,500,000)

C/E - Conc., pumps, (screw pumps)

Danco - Piping - (\$500,000)

Lagoon (85 ac.) - McGeorge (I \$1,000,000)

H & H Elect. - (\$450,000)

Office & Admin. - OK

Professional, Good Shop Dwg. Procedure

Field Supt.: Mike Clark - ?

1st Mi/Stone - Nov.

2nd Mi/Stone - Feb. - Time Ext. Request.

Comp. Date: July 12, '86 (12 mo. allowed)

Time Ext. anticipated - probably will be
approved.

7-3-86

BJM

Bill Graham: Good Boy - Tries to do right —

Re: C/E !Can improve on Engineer's idea!

Ladies in office - worrysome about
progress payments - Some controversy,
Good Work - Good Quality!

Charles Cooley: Re: *Limbaugh* - Bartlett, TN

Gregory Grace & Asc's. Competent, Reliable - Smart
Good People —

7-3-86

BJM

Re: Construction Engineers:

Danny Stowers: (Worst experience ever!)

Men or equipment lacking —

Not responsible for subcontractors

\$1,500,000 Conway School —